

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION**

**IN RE:**

**Tanya Maureen Jopson**

**Debtor(s).**

**CASE NO. 12-12035-MGW  
CHAPTER 7**

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**ORDER GRANTING PHH MORTGAGE CORPORATION F/K/A CENDANT  
MORTGAGE CORPORATION D/B/A PHH MORTGAGE SERVICES A/K/A PHH  
MORTGAGE SERVICES CORPORATION'S  
MOTION FOR RELIEF FROM STAY**

This case is before the Court upon the Motion for Relief from Stay (Doc # 8) filed by PHH MORTGAGE CORPORATION F/K/A CENDANT MORTGAGE CORPORATION D/B/A PHH MORTGAGE SERVICES A/K/A PHH MORTGAGE SERVICES CORPORATION ("Movant"), on August 16, 2012. The Motion was served upon all interested parties with the Local Rule 2002-4 negative notice legend informing the parties of their opportunity to object within 21 days from the date the Motion was entered on the docket. No appropriate objections having been filed, it is

**ORDERED:**

1. The Motion for Relief from Stay is granted.
2. The Automatic Stay imposed by 11 U.S.C. § 362 is lifted as to Movant and

Movant may proceed with the foreclosure of its lien on the following property:

**LOT 101, RIDGEWOOD ESTATES, A SUBDIVISION ACCORDING TO  
THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 11, PAGE 35,**

**OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.**

**a/k/a 3708 LEI DRIVE, SARASOTA, FL 34232**

3. The entry of this Order does not prevent the Debtor(s) from reinstating or paying off the amounts due and owing, including bankruptcy attorney's fees and costs, as permitted by state law and the Note and Mortgage.

4. This Order is entered for the sole purpose of allowing Movant, its successors and/or assigns, to commence and/or continue to prosecute through judgment, sale, certificate of title and possession, a foreclosure against the property described above.

5. Movant may pursue its relief *in rem* only and may not seek or obtain an in personam judgment against the Debtor(s).

6. It is further ordered that Movant may offer and provide Debtor(s) with information in regard to a potential Forbearance Agreement, Loan Modification, Refinance Agreement or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement with Debtor(s) provided the agreement complies with the Bankruptcy Code and all other applicable law. Movant, however, may not enforce or threaten to enforce any personal liability against Debtor(s) if Debtor(s) personal liability is discharged in this bankruptcy.

7. The stay imposed by Fed.R.Bankr.P. 4001(a)(3) is waived.

DONE AND ORDERED at TAMPA Florida ON \_\_\_\_\_.

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MICHAEL G. WILLIAMSON  
UNITED STATES BANKRUPTCY JUDGE

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